



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

In the other case, the child cannot become his heir without his consent." This reasoning seems strong from the standpoint of free interpretation of the statute. But construing the statute strictly it would seem to follow that when the child becomes adopted its right to inherit becomes vested and could not be revoked by a subsequent adoption.

BANKS AND BANKING—ALTERATION OF AMOUNT OF CHECK—SPACE FOR AMOUNT IN WORDS LEFT BLANK.—Plaintiff's clerk presented blank check for signature to plaintiff, but there were the figures £2.0.0. in the space intended for figures. The check was signed and clerk raised the figures and wrote "one hundred and twenty pounds" in the space left for the words. Check was paid at the bank. Plaintiff sues for difference. *Held*, that the mandate to the bank was to pay £2 only and the circumstances did not constitute negligence on part of plaintiff. *Macmillan v. London Joint Stock Bank Limited*, (1917), 2 K. B. 439.

The scope of the case of *Young v. Grote*, 4 Bing. 253, is limited, and Scrutton, L. J., decides it is no longer authority. There is implied authority to fill blanks of a signed note but not to alter the terms. *Angle v. N. W. Ins. Co.*, 92 U. S. 330. The alteration of a note by filling in spaces and increasing the amount for which it was made avoids the note. *Greenfield Savings Bank v. Stowell*, 123 Mass. 196; *Shipman v. State Bank*, 126 N. Y. 318; *Crawford v. W. S. Bank*, 100 N. Y. 50. *Hall v. Fuller*, 5 B. O. C. 750. The marginal figures being no part of the instrument, it has been held that where the holder of a note, in blank, filled it up and negotiated it for a larger sum than was indicated by the marginal figures, this does not vitiate the note although he also altered the figures. *Schryver v. Hawkes*, 22 Oh. St. 308. *Johnston Harvester Co. v. McLean*, 57 Wis. 258. The American cases hold that a depositor who signs blank checks assumes the risk. *Trust Co. of America v. Conklin*, 119 N. Y. Supp. 367. It is hard to reconcile the decisions with that in the instant case, for a check is a bill of exchange, and under the same facts, except that a check is not used, the drawer is held liable; *Harvester Co. v. McLean*, *supra*, even though the court decided that there was no negligence on the part of the drawer.

BANKRUPTCY—DISCHARGE—"OBTAINING PROPERTY BY FALSE PRETENSES".—The plaintiff took the defendant's note in renewal of a former note relying on defendant's false statement of assets, the former note having been given almost two years before. *Held*, that defendant's fraud would not render him criminally liable on the charge of obtaining property by false pretenses, nor would it keep him from being discharged in bankruptcy proceedings. *Carville v. Lane*, (Me. 1917), 101 Atl. 968.

Section 17 of the BANKRUPTCY ACT of 1898 provides, "A discharge in bankruptcy shall release a bankrupt from all of his provable debts, except such as * * * are liabilities for obtaining property by false pretenses or false representations * * *". The recent case of *In the Matter of Dunfee*, 219 N. Y. 188, held that a guaranty on a bond was "property" within the meaning of the section. For a thorough review of cases in point see 15 MICH. L. REV. 245.